



Cornell University  
ILR School

Cornell University ILR School  
**DigitalCommons@ILR**

---

Retail and Education Collective Bargaining  
Agreements - U.S. Department of Labor

Collective Bargaining Agreements

---

1-1-1988

## Compton Unified School District and California School Employees Association, Local 729 (1988)

Follow this and additional works at: <https://digitalcommons.ilr.cornell.edu/blscontracts2>

Thank you for downloading an article from DigitalCommons@ILR.

**Support this valuable resource today!**

---

This Article is brought to you for free and open access by the Collective Bargaining Agreements at DigitalCommons@ILR. It has been accepted for inclusion in Retail and Education Collective Bargaining Agreements - U.S. Department of Labor by an authorized administrator of DigitalCommons@ILR. For more information, please contact [catherwood-dig@cornell.edu](mailto:catherwood-dig@cornell.edu).

If you have a disability and are having trouble accessing information on this website or need materials in an alternate format, contact [web-accessibility@cornell.edu](mailto:web-accessibility@cornell.edu) for assistance.

---

## **Compton Unified School District and California School Employees Association, Local 729 (1988)**

### **Keywords**

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

### **Comments**

This digital collection is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial, educational use, only.



830734  
Prev = 9-84

1  
2  
3 AGREEMENT

4  
5  
6 BETWEEN

7  
8 THE COMPTON UNIFIED SCHOOL DISTRICT

9  
10 (1)  
11 JUN 2 1988



12  
13  
14  
15 AND

16  
17  
18 CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

19  
20 COMPTON, CHAPTER 729

21 CSEA

22  
23  
24  
25  
26 CLASSIFIED PUBLIC SAFETY OFFICER  
27 1987/88  
28

9/89

TABLE OF CONTENTS

ARTICLE		PAGE
	Agreement	
I.	Recognition	
II.	Savings Provision	
III.	District Rights	
IV.	CSEA Righsts	
V.	Grievance Procedure	
VI.	Non-Discrimination	
VII.	Dues Deductions	
VIII.	Hours of Work and Overtime	
IX.	Performance Evaluation Procedures	
X.	Transfer Procedures	
XI.	Leaves of Absence	
XII.	Wages and Salary	
XIII.	Health and Welfare Benefits	
XIV.	Holidays	
XV.	Vacation	
XVI.	Reimbursement for Loss, Destruction or Damage of Personal Property	
XVII.	Safety Provisions/Drug Alcohol Testing	
XVIII.	Training	
XIX.	Entire Agreement	
XX.	Term of Agreement	
XXI.	Effect of Agreement	
	Ratification	
	Index	

TABLE OF CONTENTS (Continued)

APPENDIX

PAGE

A	Classified Salary Schedule 1977-88 CSEA, Chapter 729 - Effective 7/1/87
B	Leave of Absence Request
C	Personal Property Use Request
D	Employee Grievance Form (Classified )
E	Official School Calendar - 1987/88
F	Loss, Destruction or Damage of Personal Property
G	Job Steward's Application for Released Time

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 729

ACKNOWLEDGEMENTS

NEGOTIATION TEAM

Richard Elizondo	Dominguez High School
Ira Harper	Centennial High School
Leo Kennedy	Bursch Elementary School
Robert Sanford	Enterprise Middle High School
David Schulberg	Rosecrans Elementary School
Janet White, Field Representative - CSEA, Chapter 729	

COMPTON UNIFIED SCHOOL DISTRICT

ACKNOWLEDGEMENTS

NEGOTIATING TEAM

John A. Benham	Financial Services
Henry Jefferson	Centennial High School
Thurman C. Johnson	Personnel Services
Dwight Prince	Employer/Employee Relations - Staff Development

BOARD OF TRUSTEES

Mary B. Henry	President
Kelvin D. Filer	Vice President
Sam Littleton	Clerk
Manuel Correa	Legislative Representative
Cloria Patillo	Member
John Steward	Member
Bernice Woods	Member
Ted D. Kimbrough, Superintendent	Secretary

A G R E E M E N T

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_  
by and between the Board of Trustees of the Compton Unified School District,  
which together with its administrative staff and representatives will be  
referred to in this Agreement as the "District" and California School Employees  
Association, Chapter 729, which together with its officers and representatives  
will be referred to in this Agreement as "CSEA".

ARTICLE I

RECOGNITION

1.1 The Unit: Pursuant to applicable California statutes, regulations and the Certification of Representation dated September 17, 1985, in P.E.R.B. Case No. LA-D-159, the District acknowledges that CSEA has been certified as the exclusive representative of a bargaining unit comprised of the following employees of the District.

1.1.1 Included: All regular employees in probationary and permanent status:

Campus Safety Security Representative Plant Protection Officer I

Campus Security Counselor Watchperson

1.1.2 Excluded: All other personnel designated as management, supervisory, or confidential within the meaning of Government Code Section 3540.1.

1.2 Changes to the Unit: The parties agree that this represents the appropriate unit. The unit may be revised only by mutual agreement or by a Public Employment Relations Board unit clarification decision, but is agreed that neither party may file for a unit clarification proceeding involving this unit except when the District creates new classifications or when the Association contends that certain classifications should be accreted to the unit. Disputes over unit composition and alleged violations of this Article are not subject to the grievance and arbitration procedures of this Agreement.

1.3 "Employee" Defined: Unless the context clearly indicates otherwise the terms "employee" or "employees" will normally be used in this Agreement to indicate persons who are included within the above unit, and the term "personnel" will normally be used in a broader sense to include employees as defined above plus all other persons utilized by the District to provide services.

ARTICLE II

SAVINGS PROVISION

- 2.1 If any provision of this Agreement is held contrary to law by a court of competent jurisdiction, such provision shall be severed from the remaining provisions of this Agreement and shall be deemed null and void to the extent required by the court. Other provisions of this Agreement will continue in full force and effect.
- 2.2 In the event of suspension or invalidation of any Article or Section of this Agreement and in the event the Article or Section may legally be replaced, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.



ARTICLE III

DISTRICT RIGHTS

- 1  
2  
3 3.1 It is understood and agreed that the District retains all of its powers  
4 and authority to direct, manage and control to the full extent of the  
5 law. Included in, but not limited to, those duties and powers are the  
6 exclusive right to: determine its organization; direct the work of its  
7 employees; determine the times and hours of operation; determine the  
8 kinds and levels of services to be provided, and the methods and means  
9 of providing them; establish its educational policies, goals and  
10 objectives; insure the rights and educational opportunities of students;  
11 determine staffing patterns; determine the number and kinds of personnel  
12 required; maintain the efficiency of District operations; determine the  
13 curriculum; build, move or modify facilities; establish budget procedures  
14 and determine budgetary allocations; determine the methods of raising  
15 revenue; contract out work in accordance with Education Code Article 4  
16 Section 39675; and take action on any matter in the event of an emergency.
- 17 3.2 The exercise of the foregoing powers, rights, authority, duties and  
18 responsibilities by the District, the adoption of policies, rules,  
19 regulations and practices in furtherance thereof, and the use of  
20 judgment and discretion in connection therewith, shall be limited  
21 only by specific and express terms of this Agreement, and then only  
22 to the extent such specific and express terms are in conformance with  
23 law.
- 24 3.3 The District retains its right to amend, modify or rescind policies  
25 and practices referred to in this Agreement in cases of emergency.
- 26 3.4 Emergency Defined: Emergency shall be defined as a situation calling  
27 for prompt action, brought about by an Act of God; by unusual, un-  
28 expected or extraordinary interference from a third party; or by  
an unusual, unexpected or extraordinary occurrence whose cause is  
unknown.

ARTICLE IV

CSEA RIGHTS

- 1  
2  
3  
4 4.1 Access: Any authorized CSEA, Chapter 729 representative shall have the  
5 right of reasonable access to District facilities for the purpose of  
6 contacting employees and transacting matters. Upon arriving at a  
7 work site, the representative shall first report to the site adminis-  
8 trator and state the intended purpose and length of visit. The  
9 representative may contact employees during duty free lunch periods,  
10 before and after employees' hours of service, or when the employee is  
11 not engaged in duties. The representative shall not interrupt any  
12 employee's duties or assignments.
- 13 4.2 Bulletin Boards: CSEA, Chapter 729 shall have the right to post notices  
14 regarding official matters on a bulletin board designated for that  
15 purpose by the site administrator at each work site where employees  
16 are assigned.
- 17 4.3 School Mail Service: CSEA shall have reasonable use of school mail  
18 service to distribute official organizational material. CSEA, Chapter  
19 729 shall, three (3) days in advance, provide the Office of Employer/  
20 Employee Relations a completed copy of the material to be distributed  
21 by the school mail service. Materials for distribution or posting  
22 shall be dated and shall not be defamatory, obscene, or violative  
23 of law. The District may decline use of its mail service for political  
24 election materials.
- 25 4.4 Released Time for Negotiations: No more than five (5) negotiating team  
26 employee representatives designated by CSEA shall be released from  
27 duty with no loss of pay for the purpose of attending negotiation  
28 meetings with the District pursuant to this Agreement.

CSEA RIGHTS - Continued

4.4.1 The District shall provide to CSEA, Chapter 729, once yearly, a listing of employees in the unit, including name, job classification, work location, and mailing address.

4.5 CSEA, Chapter 729 Representative: CSEA, Chapter 729 will have the right to designate, pursuant to its own procedures, up to five (5) unit members to serve as CSEA representatives. CSEA, Chapter 729 shall inform the Office of Employer/Employee Relations in writing of each employee so designated. Representative of CSEA, Chapter 729 shall have the right to:

- (a) Represent another employee, upon request, in a grievance meeting as expressly provided for in Article V (Grievance Procedures).
- (b) On his/her own time, coordinate CSEA, Chapter 729 meetings, which may be held on the work site during unpaid time for any employee in attendance, subject to prior approval by the site administrator. Such activities shall not interfere with other scheduled duties or events.
- (c) Post, initial, and date official CSEA, Chapter 729 notices of a bulletin board designated by the site administrator and Director of Security.
- (d) Report to the appropriate administrator upon discovery and without delay any unsafe or unsanitary conditions at the work site.

ARTICLE V

GRIEVANCE PROCEDURE

5.1 "Grievance" Defined: A "grievance" is defined as a written complaint of a unit member that the District has violated an expressed term of this Agreement and that said unit member has personally been adversely affected by the alleged violation.

5.1.1 All other matters and disputes of any nature are not within the scope of the grievance procedure set forth in this Article.

5.1.2 If the same grievance or essentially the same grievance, as determined by mutual agreement between the California School Employees Association and the District, is filed by more than one employee, only one employee may process the grievance under this Article. The final resolution of that grievance shall be applicable to other pending grievances.

5.1.3 The filing or pending resolution of a grievance shall not prevent implementation of any District action during the processing thereof.

5.1.4 The California School Employees Association may itself grieve only with respect to an alleged violation by the district of Article IV (California School Employees Association's Rights).

5.2 Representation Rights in the Grievance Procedure: The grievant must be in attendance at all steps of the grievance procedure where a conference is held. He/she may present his/her own case or may present it through the representative designated from his/her area.

Grievance Procedure - Continued

5.2.1 At all grievance meetings under this Article the grievant shall be entitled to be accompanied and/or represented by a California School Employees Association's representative. The supervisor and/or administrator shall have the right to be accompanied by another supervisor and/or administrator or District's representative.

5.2.2 Prior to the final resolution of a grievance filed directly by a unit member without the California School Employees Association representation, the California School Employees Association shall be provided:

- a. A copy of the grievance
- b. A copy of the proposed resolution
- c. The opportunity to file a written response to the proposed resolution.

5.3 Release Time for Unit Member and California School Employees Association's Employee Representatives:

Grievance meetings and hearings will be scheduled by the District at mutually convenient times during District business hours. Said meetings will be scheduled so as to minimize interference with regular employees duties. If a grievance meeting or hearing is scheduled during duty hours reasonable released time shall be granted to the grievant and his/her witnesses and the California School Employees Association's Employee Representative.

5.4 Confidentiality: Neither the California School Employees Association, the District nor the grievant shall discuss any aspects of a grievance until it is finally resolved. This prohibition is not intended to restrict normal interviewing of witnesses or other necessary preparation for the hearing.

Grievance Procedure - Continued

5.5. Effects of Time Limits: By mutual written agreement, the parties may shorten, extend or waive grievance steps and/or all time limits. Where there is no such mutual agreement, grievances not presented or processed in accordance with the time limits by the grievant shall be deemed withdrawn. Failure by the District to issue a decision within prescribed time limits shall entitle the grievant to proceed to the next level of the grievance procedure.

5.6 Day Defined: A "day" for purposes of this Article is defined as a day in which the central office is open for business.

5.7 Immediate Supervisor Defined: The "immediate supervisor" is the individual designated, in writing, as the unit member's supervisor, pursuant to Article X, Section 10.2 (Evaluation Procedures)

5.7.1 Security Personnel assigned to a school site shall be under the immediate supervision of the site administrator.

5.7.2 All other Security Personnel shall be under the immediate supervision of the designated department supervisor.

5.8 Informal Discussion: Prior to filing a formal written grievance under Step One, a grievant must attempt to resolve the dispute by presenting the grievance orally to the immediate supervisor and discussing the grievance with him/her. The written grievance must be filed within the time limits required under Step One, whether or not the grievant is able to first discuss it with the supervisor.

5.9 Step One: Within thirty (30) days, as defined in Section 5.6 after the unit member knew or should have known of the act or omission giving rise to the grievance, the grievance must be presented in writing to



Grievance Procedure - Continued

the immediate supervisor on a form provided by the District. The written complaint must include a clear, concise statement of the circumstances giving rise to the grievance, identifying the specific Article and Section of the Agreement alleged to have been violated, and the remedy requested. The form shall be signed and dated by the grievant. A conference between the grievant and the immediate supervisor shall take place within five (5) days after receiving the grievance, and the supervisor shall respond within five (5) days after the conference. The receipt of such reply shall terminate Step One.

5.10 Step Two: If the grievance is not resolved in Step One and the grievant wishes to proceed to Step Two, the grievant may, within five (5) days after receipt of the Step One decision, present the written grievance to the Department Head and/or Cabinet Level Administrator. Within five (5) days from the administrators receipt of the grievance a conference shall take place to discuss the complaint and the administrator shall reply in writing within five (5) days following the meeting. The receipt of said reply shall terminate Step Two.

5.11 Step Three: If the grievance is not resolved in Step Two and the grievant wishes to proceed to Step Three, the grievant may, within five (5) days after receipt of the decision at Step Two, present the written grievance to the Superintendent's designee. If the superintendent or his designee desire a conference, it shall be held within five (5) days from receipt of the grievance. The Superintendent or designee shall respond in writing to the grievance within five (5) days after the conference, or if no conference is held within ten (10) days after receipt of the grievance. The receipt of said reply shall terminate Step Three.

Grievance Procedure - Continued

5.12 Step Four - Arbitration: In the event the grievance is not satisfactorily adjusted at Step Three, the California School Employees Association may submit a request in writing to the Superintendent that the grievance be submitted to arbitration. The request shall be made within seven (7) days of receipt of the response at Step Three or the failure of the District to timely respond where there has been no mutually agreed extension of time. Within five (5) days of receipt of the written request for arbitration the parties shall attempt to select a mutually agreeable Arbitrator either from a list to be developed by the parties or developed by PERB. If the parties are unable to mutually agree they shall request the California Mediation and Conciliation Service to provide a list containing the names of five (5) Arbitrators who are experienced in public school arbitration. Within five (5) days after receipt of the list the District and the California School Employees Association shall alternately strike a name from the list of Arbitrators until one (1) name remains. The order of striking shall be determined by lot.

5.12.1 The Arbitrator shall proceed under the VOLUNTARY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION.

5.12.2 The California School Employees Association and the District may mutually agree to utilize expedited procedures. The Arbitrator shall provide an opportunity for a hearing after his/her selection by the parties and within thirty (30) calendar days from the close of the record shall issue his/her written opinion and award to the District and the California School Employees Association. The award shall be final and binding upon the parties.



Grievance Procedure - Continued

5.12.3 The recommendations of the Arbitrator shall conform to the laws of the State of California and to the terms of this Agreement.

5.12.4 After reviewing the findings and recommendations of the Arbitrator at a regularly scheduled meeting, the Board of Trustees shall, within thirty (30) days, issue a resolution which is final and binding. If the Board of Trustees does not render a decision within the time specified, then it shall be deemed to have adopted the decision recommended by the Arbitrator.

5.12.5 The fees and expenses of the Arbitrator and the cost of the hearing shall be borne equally by the District and the California School Employees Association. All other costs will be borne by the party incurring them.

ARTICLE VI

NON-DISCRIMINATION

- 1
- 2
- 3
- 4 6.1 Neither the District nor CSEA shall unlawfully discriminate against
- 5 bargaining unit members on the basis of age, race, sex, color, national
- 6 origin, religion or physical handicap in violation of applicable State
- 7 and Federal laws which are in effect at the signing of this Agreement.
- 8 6.2 Neither the District nor CSEA shall unlawfully discriminate against
- 9 bargaining unit members on the basis of political opinions or affilia-
- 10 tion or marital status.
- 11 6.3 Complaints regarding alleged violations of this Article may not be
- 12 pursued beyond the intra-district level of the grievance procedure.
- 13 Nothing contained in this Article shall preclude a unit member from
- 14 pursuing legal remedies available under State and Federal laws referred
- 15 to in this Article.
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

ARTICLE VII

DUES DEDUCTIONS

- 1  
2  
3  
4 7.1 Voluntary Authorizations: The District shall deduct California School  
5 Employees Association, Chapter 729 membership dues from the salary of  
6 each employee who has submitted a written authorization. Such an  
7 authorization shall continue in effect unless revoked in writing by the  
8 employee. Such revocation shall be effective at the next pay period,  
9 provided notice is given twenty (20) working days prior to the next  
10 payday.
- 11 7.2 Remittance to California School Employees Association, Chapter 729: A  
12 deposit approximating the amount of dues so deducted shall be remitted  
13 to CSEA, Chapter 729 on payday, and the reconciled amount will be supplied  
14 to CSEA, Chapter 729 within thirty (30) days after the deductions are  
15 made, together with a list of affected employees.  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

ARTICLE VIII

HOURS OF WORK AND OVERTIME

- 8.1 All employees are expected to be on duty at their assigned locations on time and to remain on duty until the end of their workday.
- 8.2 Workweek: "A Workweek" shall consist of forty (40) hours within an occurring seven day period of time beginning with Sunday and ending with Saturday.
- 8.3 Workday: A "Workday" shall mean any regularly assigned work time within a twenty-four (24) hour period. For the purpose of this Agreement a work day may be either a period of ten (10) hours or eight (8) hours exclusive of a lunch break. The assignment of unit members to a ten (10) hour day shall work a week consisting of four (4) consecutive days. Unit members assigned to an eight (8) hour day shall work a week consisting of five consecutive days.
- 8.4 Overtime: Unit members authorized to work overtime shall be compensated at the rate of one and one-half (1 1/2) times the regular rate of pay under the following conditions:
- 8.4.1 For all hours worked in excess of forty (40) hours in one week.
- 8.4.2 For unit members who are required to work on a holiday.
- 8.4.3 No unit member covered by this Agreement shall have his/her hours altered or changed for the sole purpose of circumventing the overtime provisions of this Agreement.

HOURS OF WORK AND OVERTIME - Continued

- 8.5 Overtime Distribution: All overtime must be approved in advance by the appropriate supervisor. Overtime shall be distributed to unit members at each work location by classification, in order of bargaining unit seniority. If the unit member with the greatest seniority refuses the overtime assignment, it shall be offered to other unit members in descending order of seniority. Refusal by a senior unit member to accept an overtime assignment shall not waive his/her right under this section to be offered any subsequent overtime assignment.
- 8.6 Classifications Exempt from Overtime: The Governing Board may establish weekend/holiday positions in accordance with Education Code, Section 45204.
- 8.7 Legal Requirements: Overtime shall be paid in accordance with laws pertaining thereto.
- 8.8 Scheduling of Public Safety Personnel: Security Personnel shall be scheduled on a regular duty roster quarterly which shall be posted at least one month in advance. Emergency situation including but not limited to absence of Public Safety Personnel, special security needs of the District, periods of campus or community unrest, threatening the safety of students, staff members, or property of the school district shall be causes to change the posted schedule.

ARTICLE IX

PERFORMANCE EVALUATION PROCEDURES

9.1 When Evaluations are to be Made: All unit members shall be evaluated by their immediate supervisors as defined in Article V Section 5.7.1 and Section 5.7.2 in accordance to the following schedule:

9.1.1 Probationary employees - at the end of the second, fourth and sixth months of service.

9.1.2 Permanent employees - at least once a year, during May, and at any time more than 60 working days later if the unit member leaves the control of that supervisor.

9.2 Who Makes Evaluations: Each immediate supervisor under whom the unit member has served 60 working days or more during any rating period shall provide a performance evaluation, even though the unit member may have left his/her control. Each unit member shall be informed in writing of the name of his/her immediate supervisor and of the next level supervisor within thirty (30) working days after ratification of this Agreement. Each new unit member shall be so informed upon reporting to his/her assignment.

9.3 Procedure to be Followed: Performance evaluation reports shall be made on prescribed forms and shall be prepared by the unit member's immediate supervisor. The form shall be reviewed by the next higher level supervisor and by the department head. Evaluation of unit members shall be based on consistent observations and review by the evaluator. The supervisor/principal will insure that each unit member is informed, in writing, of his/her job duties and responsibilities on an ongoing

1 basis. No performance evaluation shall be based upon hearsay. State-  
2 ments shall be in writing, dated and signed by the informant. This  
3 information shall become a part of the unit member's official personnel  
4 file.

5 9.3.1 The immediate supervisor shall present the performance evalu-  
6 ation report to the unit member and shall discuss it with him/  
7 her. The evaluation form shall be signed by the unit member  
8 to indicate receipt and the unit member shall be given a  
9 signed copy. Any evaluation which rates "below District  
10 standards" for probationary unit members and "below competent"  
11 for permanent unit members shall include specific recommendations  
12 for assisting the unit member in implementing any recommendations  
13 made.

14 9.3.2 The unit member shall have the right to review and respond to  
15 any derogatory evaluation in accordance with this section.  
16 When the unit member is no longer supervised by the person  
17 preparing the evaluation, it shall be delivered by certified  
18 mail.

19 9.3.3 Performance evaluation reports shall be filed in the unit  
20 members official personnel file and shall be available for  
21 review in connection with promotional examinations and  
22 disciplinary actions.

23 9.3.4 If any category on the Performance Report is rated "below  
24 average" or "unsatisfactory", the following will be attached  
25 to the evaluation:

- 26 A. Statement of the problem or concern;  
27 B. the desired improvement;  
28 C. suggestions as to how to improve and;  
D. provisions for assisting the unit member



1 . PERFORMANCE EVALUATION PROCEDURES - Continued

2  
3 9.4 Appeal: If the unit member disagrees with an overall rating of "below  
4 average" or "unsatisfarory" he/she shall have the right to obtain  
5 a review of the evaluation by the appropriate reviewing authority  
6 as designated on the Table of Organization. If the decision of the  
7 appropriate reviewing authority is not satisfactory to the unit  
8 member, he/she may appeal to the next level of supervisor whose decision  
9 shall be final.

10 9.5 Special Evaluations: At any time, a supervisor may, with the approval  
11 of his department head, issue to a unit member a "Notice of Commendation"  
12 or "Notice of Unsatisfactory Performance." Such notices shall be made  
13 on prescribed forms and shall set forth specific reasons for recognition  
14 of outstanding or unsatisfactory service by the unit member. They  
15 shall be delivered to the unit member personally by his immediate sup-  
16 ervisor or by certified mail. A copy of such notice shall be placed  
17 in the unit member's official personnel file and shall be available  
18 for review in connection with promotional examinations and discipli-  
19 nary actions.

20 9.6 Personnel File Information: The official personnel file of each unit  
21 member shall be maintained at the District's Central Administration  
22 Office. Materials placed in the official personnel file must indicate  
23 that a copy has been given to the unit member concerned. Such  
24 material is not to include ratings, reports, or records which (1) were  
25 obtained prior to the employment of the unit member involved, (2)  
26 were prepared by identifiable examination committee members or (3)  
27 were obtained in connection with a promotional examination.  
28



PERFORMANCE EVALUATION PROCEDURES - Continued

9.6.1 Every unit member shall have the right to inspect such material upon request, provided that the request is made at a time such unit member is not actually required to render service to the District or with the permission of the department head on District time.

9.6.2 Information of a derogatory nature, excepting material listed in Section 9.6 above, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. Unit members shall be provided with a copy of any derogatory written material within five (5) days before it is placed in the unit members official personnel file. A rebuttal statement on the original statement or attached to the document shall be proof that the unit member had the opportunity to review and comment on the material. A signature of the unit member acknowledging receipt shall be verification that he/she has received a copy of the document. If the unit member refused to sign acknowledging receipt of the material, only the server shall prepare a memorandum which shall be attached to the derogatory statement advising that the employee has been served, how, when, and where. A review of derogatory statements shall take place during normal business hours, and the unit member shall be released from duty for this purpose without loss of pay.

9.6.3 The District shall keep a record indicating the persons, other than personnel staff, who have examined unit members personnel file including the date of examination and the record shall be

PERFORMANCE EVALUATION PROCEDURES - Continued

maintained in the unit members official personnel file. Any person submitting material for insertion in the unit members official personnel file shall sign and date the material. The material shall be date-stamped upon receipt in the Classified Personnel Department.

9.7 Complaints: A unit member may file a grievance alleging that the aforementioned procedure has not been followed. If the unit member is not satisfied with the contents of the performance evaluation, he/she may appeal in writing to the next level supervisor and request a meeting to resolve any disputes. The next level supervisor shall schedule a conference with the unit member and the evaluator within five (5) working days, and must respond in writing within ten (10) working days following the conference. The decision of the next level supervisor is final. Time limits may be extended by mutual agreement. All correspondence relating to this section shall not become a part of the unit member's official personnel file.

9.7.1 If the unit member is still dissatisfied with the contents of the performance evaluation, he/she may submit a rebuttal statement, in writing, to be attached to the evaluation and filed in his/her official personnel file.

9.7.2 Forms, letters, memorandum, etc., used for reporting job performance and conduct which are below acceptable District standards shall not be used to support initiation of disciplinary action if such material is more than three (3) years old.

PERFORMANCE EVALUATION PROCEDURES - Continued

9.7.3 Such material may be used to prove that the unit member has received previous discipline or counseling. The three (3) years time limit shall begin to run on the date the material is date-stamped upon receipt in the Classified Personnel Department.

9.8 Annual Physical Fitness/Agility Testing: Effective July 1988 and annually, thereafter, unit members will be required to take and pass district prescribed physical fitness and agility tests. Failure to pass such examinations may result in disciplinary actions up to and including termination.

ARTICLE X

TRANSFER PROCEDURES

10.1 For the purpose of this Article "transfer" shall be defined as the re-assignment of a unit member without examination from one position to another position in the same class or to a position in a similar or related class with the same salary range.

10.2 A unit member may request a transfer at anytime by completing the appropriate form and submitting it to the Personnel Commission.

10.2.1 Unit members may be transferred for the good of the service from one position to another in the same class at the discretion of the District.

10.3 A permanent unit member may be transferred to a position in a related class on the same salary schedule. Except in cases of emergency, the unit member shall be given at least forty-eight (48) hours advance notice of transfers made for the good of the service.

10.4 It shall be the policy of the District to publish and distribute to all work locations, vacancy announcements for the benefit of unit members who may be interested in taking scheduled examinations or requesting a transfer to an existing vacancy.

10.5 The District shall establish and maintain in the Personnel Commission Office a twenty-four (24) hour Telecommunication System which lists vacancies to which unit members may request a transfer. The listing will be updated as vacancies occur.

10.6 A District Transfer Request Form shall be available to any interested unit member requesting a transfer. When a vacancy does occur those unit members who have a transfer request on file will have the request submitted to the appointing authority.

TRANSFER PROCEDURE - Continued

10.7 A file will be maintained in the Personnel Commission Office for all unit members requesting a transfer. Transfer requests will be kept for a period of one (1) year from the date of submission.

10.8 Transfers shall not change the unit member's salary rate, anniversary date, accumulated illness leave, and accumulated vacation credit or in any other manner reflect adversely upon his/her rights, as provided by law and this Agreement.

10.9 The Personnel Commission shall determine whether classes are sufficiently related to permit transfer between them. It shall consider similarity of duties, minimum qualifications, examination content, occupational group, and promotional field (above and below). In general, more latitude in transfers is permitted:

10.9.1 As the employee's seniority in the classified service increases.

10.9.2 When the transfer request is based on reclassification, impending layoff, or reasons of health.

10.9.3 When the employee meets the minimum requirements for the class.

10.10 A permanent unit member who transfers to a position in a class in which he/she has not previously completed a probationary period shall be considered probationary in that classification for a period of 130 days which will include any vacation time and holidays.

10.10.1 During the probationary period, the unit member may be returned (transferred) to his/her former class, without right of appeal, unless such action results in layoff, demotion, or reduction in assigned time. In the latter cases, the unit member will have the same appeal rights as a permanent unit member who is demoted or dismissed.

TRANSFER PROCEDURE - Continued

10.11 Transfers shall have the following effects on seniority:

Within the same class - none

From one class to another - the unit member shall not receive seniority credit in the new classification for service in other classifications; however, he/she shall retain such credit as seniority in the classified service.

10.12 Transfer shall not be used as a method to avoid an impending layoff, although unit members whose positions are to be eliminated may transfer to other classes as this Article contemplates.

10.13 Reasons for any transfer which is not voluntary shall be discussed with the unit member by his/her immediate supervisor.

ARTICLE XII

LEAVES OF ABSENCE

11.1 General Provisions: The leave benefits which are expressly provided by this Article are the sole benefits which are part of this Agreement. It is agreed that other statutory or regulatory leave benefits are not incorporated, either directly or impliedly, into the Agreement and are not subject to the Grievance Procedure, Article V herein.

11.1.1 Not later than the sixth consecutive work day of absence, a unit member shall be required to complete the District Leave of Absence Request Form, for payroll purposes. The District may request verification of the reason for an absence if it has reasonable cause to believe the purpose of the leave may have been violated.

11.1.2 Unit members using any category of leave without pay shall not be entitled to compensation, accrual of leave, district contributions to fringe benefit premiums, annual increments, or the accrual of seniority for layoff or reduction in force, or other such purposes, nor shall probationary unit members earn credit toward gaining permanency while using such leave. A unit member on approved leave without pay may continue his/her enrollment in health and welfare plans by paying the full amount of the premiums in a periodic manner as required by the District.

11.2 Paid Sick Leave: Sick leave is authorized absence of a unit member because of illness, injury or exposure to contagious disease.

11.2.1 Every unit member in a permanent, probationary, limited-term, or restricted status shall earn one day sick leave for each month worked in a fiscal year. Unused sick leave may be accumulated without limit.



LEAVES OF ABSENCE - Continued

- 11.2.2 At the beginning of each fiscal year, the sick leave "bank" of the unit member shall be increased by the number of days of paid sick leave which he/she would normally earn in the ensuing fiscal year. A unit member's sick leave "bank" shall be adjusted if a change of assignment alters the amount of sick leave earnable.
- 11.2.3 Sick leave may be taken at any time, provided that new unit members with probationary status may use only six days of paid sick leave during their initial probationary period.
- 11.2.4 Pay for any day of sick leave shall be the same pay the unit member would have received if he had worked that day, except as provided by Education Code Section 45137 for part-time personnel.
- 11.2.5 In order to receive compensation while absent on sick leave, the unit member must notify his/her supervisor of his/her absence within the first working hour of the first day absent, unless conditions make notification impossible. The burden of proof of impossible conditions shall be upon the unit member.
- 11.2.6 At least one day prior to his/her expected return to work the unit member shall notify his/her supervisor in order that any substitute employee may be terminated. If the unit member fails to notify his/her supervisor and both the unit member and the substitute report, the substitute is entitled to the assignment, and the unit member shall not receive pay for that day.
- 11.2.7 A unit member absent for more than five working days shall be required to present a signed statement from the attending physician, indicating that the unit member was unable to work due to



LEAVES OF ABSENCE - Continued

illness or disability, to his department head. If absence due to illness is longer than ten (10) working days, medical release, signed by the attending physician, must be submitted to the department head upon return to work.

11.2.8 Unit members who have a questionable attendance record or who indicate a high incidence of sick leave usage, may be required to submit medical justification for any illness absence. If the unit member's attendance becomes questionable he/she shall be notified in writing that any subsequent illness absence will require medical justification.

11.2.9 For all paid leaves less than six months in length, the unit member shall return to the same position held prior to the leave. A temporary replacement shall be provided for the extent of the leave. For all paid leaves longer than six months in length, the position shall be filled by transfer or from an eligibility list in the same class. The unit member returning from a leave of absence over six months in length will be assigned to a comparable vacant position in the same job classification in the District or will replace a unit member with less seniority in the same class if no vacancies are available.

11.2.10 In situations when a temporary replacement is not available, this fact shall be transmitted to the Superintendent who may declare an emergency and approve the hiring of a person in a probationary status for the remaining period of the leave. If at the end of the leave no vacancy exists, the District will assign the probationary unit member to replace any other provisional employee or probationary unit member in the same classification

LEAVES OF ABSENCE - Continued

with less seniority. If replacement of another provisional employee or probationary unit member is not possible, the person will be returned to the eligibility list for consideration for future vacancies.

11.2.11 The unit member may convert unused sick leave to retirement credit in accordance with Government Code Section 20862.5, if the unit member is filing a request for retirement.

11.3 Entitlement to Other Sick Leave: Unit members who have completed a probationary period will be credited as of the date of permanency with 110 working days of half-pay illness leave.

11.3.1 Thereafter, as long as he/she remains, the unit member will be credited annually with the correct number of working days of illness leave each July 1st to bring his/her balance to 110 working days of half-pay illness leave.

11.3.2 No half-pay illness leave shall be allowed until after the exhaustion of all full-pay privileges including regular sick leave and accumulated vacation.

11.3.3 The days of half-pay illness for unit members who work on less than a full-time basis shall be prorated on the basis of the number of hours worked in a week.

11.3.4 The leave shall not be accumulated from year to year and when such leave will overlap into a new fiscal year, the unit member shall be entitled to only that amount of leave remaining at the end of the fiscal year in which the illness or injury occurred.

LEAVES OF ABSENCE - Continued

11.4 Additional Sick Leave: After exhaustion of all paid leave, the unit member may be placed on additional unpaid leave upon request and with the approval of the Board of Trustees. The additional leave may be for any period of time up to a year, providing that the total leave time for any one illness both paid and unpaid will not exceed two years.

11.5 Termination of Sick Leave: A unit member who has been placed on paid or unpaid sick leave may return to duty at any time during the leave, provided that he/she is able to resume the assigned duties and, if the leave has been for more than 20 working days, he/she has notified the District of his/her return at least three working days in advance.

11.5.1 If, at the conclusion of all sick leave and additional leave, paid or unpaid, granted under this Article, the unit member is unable to resume the duties of his/her position and the district is unable to transfer the unit member to a suitable position which is compatible to his/her restriction(s), the unit member will be placed on a reemployment list for a period of thirty-nine months in the same manner as if he/she were laid off for lack of work or lack of funds.

11.6 Industrial Accident and Industrial Illness Leave: Leaves resulting from an industrial injury or illness shall be granted in accordance with the provisions of Education Code, Sections 44043 and 45192 and this rule.

11.6.1 A unit member in the Classified service, who is temporarily disabled because of injury illness as defined in Section 3208 et seq of the Labor Code shall be granted paid industrial accident leave for each such injury or illness while in an approved temporary disability status provided that:

LEAVES OF ABSENCE - Continued

- (a) He/she has probationary or permanent status.
- (b) In the opinion of the Superintendent or his designated representative the illness or injury constitutes an industrial accident illness, or, if contested by the District, it is ultimately determined to be worked related.

11.6.2 Paid industrial accident leave shall be for not more than 60 working days in any one fiscal year for the same industrial accident or industrial illness except as provided in section 11.6.2.1.

11.6.2.1 The District may grant up to one year of industrial accident leave at full pay for unit members on a case by case basis. Such leave may be approved for a bona fide industrial injury or illness resulting from acts of violence in lieu of workers' compensation temporary disability benefits and shall be in effect during such period as eligible unit members would otherwise be entitled to such temporary disability benefits.

11.6.3 Paid industrial accident leave shall be reduced by one day for each day of authorized absence regardless of the temporary disability allowance made under Workers' Compensation. Days absent while on paid industrial accident leave shall not be deducted from the number of days of paid illness leave to which a unit member may be entitled. Any illness leave used in lieu of industrial accident or illness leave shall be restored to the unit member by the Payroll Department upon receipt of the Personnel Status Notice. If the unit member is still unable to return to duty after exhausting paid industrial accident

LEAVES OF ABSENCE - Continued

leave, the unit member shall be placed on paid illness leave if he/she is eligible therefor. Accumulated illness leave will be reduced only in the amount necessary to provide a full day's wages or salary, as indicated in the unit member's assignment, when added to temporary disability entitlement under the Labor Code.

11.6.4 After all paid illness leave has been exhausted following a paid industrial leave, a unit member may choose to receive pay from accrued vacation leave, to the extent necessary to make up the unit member's regular salary when receiving a temporary disability allowance without penalties pursuant to the Labor Code. After the expiration of all paid leave privileges, the appointing authority may place the unit member on an industrial accident leave without pay. The total time of all leave benefits provided under this Section, including unpaid industrial accident leave, shall not exceed 24 months for any one industrial injury illness.

11.6.5 Upon return to service from any paid or unpaid leave resulting from an industrial accident or industrial illness, the unit member shall be assigned to a position in his/her former class ahead of any unit member with a lesser amount of seniority. If no vacancy exists in his/her former class, he/she may displace the most recently appointed unit member in the class with less seniority. If a unit member's former class has ceased to exist, the unit member shall be reassigned or placed on a suitable reemployment list.

- 11.6.6 A unit member returning from such paid or unpaid leave of absence shall not have any loss or gain in status or benefits other than that which is specifically provided in applicable provisions of the Education Code. A unit member shall continue to receive seniority credit for all purposes while on such a paid or unpaid leave of absence.
- 11.6.7 When all paid or unpaid leaves of absence have been exhausted following an industrial injury or illness, the unit member's name shall be placed on the reemployment list for the class from which he/she was on leave for a period not to exceed 39 months.
- 11.6.8 A unit member receiving benefits under this section who has been released by competent medical authority for return to duty, and who fails or refuses to accept an appropriate assignment, shall be deemed to have abandoned his/her position on the effective date of the assignment. If the unit member had been placed on the reemployment list, he/she shall be removed from such list. Appropriate assignment is defined as an assignment to the unit member's former class, in his/her former status and time basis, and in assignment areas in which the unit member has made himself/herself available.
- 11.6.9 While a unit member is on any paid leave resulting from an industrial injury illness, the unit member's salary paid by the District shall not, when added to a normal temporary disability allowance without penalties granted the unit member under State Workers' Compensation Insurance Laws, exceed the unit member's regular salary. A permanent unit member's salary is computed on the basis of the number of hours and days in



his/her basic daily assignment. A unit member who is not permanent shall have his/her salary computed on the basis of the average number of hours worked each month in which the employee was in a paid status during the preceding year. During all paid leaves resulting from an industrial accident or industrial illness, the District shall issue to the unit member appropriate warrants for payment of wages, loss of benefits, salary, and/or leave benefits and shall deduct normal retirement and other authorized contributions.

11.6.10 Any unit member receiving benefits under this section who accepts other employment during the interim of his/her disability shall be deemed to have abandoned his/her position on the date of the acceptance of employment outside the District. If the unit member had been placed on the reemployment list, he/she shall be removed from such list.

11.6.11 Any unit member receiving benefits as a result of this section shall, during periods of disability remain within the State of California unless the District authorizes travel outside the State.

11.6.12 A unit member who has sustained a job-related injury or illness shall report same to his/her immediate supervisor on the same work day the injury or illness occurs, or not later than the next scheduled work day following the occurrence if such injury or illness occurs after work hours, unless the employees condition makes it physically impossible to do so.

11.7 Bereavement Leave: Every unit member employed in the security unit shall be granted necessary leave of absence, not to exceed three working days, or five days if out-of-state or more than 300 miles in travel is required

LEAVES OF ABSENCE - Continued

on account of the death of any member of his/her immediate family. No deduction shall be made from the salary of such unit member, nor shall such leave be deducted from leave granted by other Sections of the Education Code or provided by the Governing Board of the District.

11.7.1 Members of the immediate family include the husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, foster parent, step parent, step son, step daughter, foster son, foster daughter, brother-in-law, sister-in-law, or any relative of either spouse living in the immediate household of the unit member.

11.7.2 One day bereavement leave shall be allowed for the death of a niece, nephew, aunt, or uncle of the unit member or unit member's spouse.

11.7.3 Acceptable documentation of the death which qualified the unit member for leave under this Section may be required by the district.

11.8 Personal Necessity: A unit member may elect to use, a maximum of six (6) days of sick leave in any one fiscal year which has been earned pursuant to this Article, for personal necessities which fall in the following categories:

(a) Bereavement leave which may be necessary beyond that authorized in Section 11.7 and Section 11.7.2 of this Article and law.

(b) Accident, involving his/her person or property, or the person or property of a member of his/her immediate family, as described in this Article.



- 1
- 2 (c) Appearance in any court or before an administrative tribunal
- 3 as a litigant, party or witness under subpoena or any order
- 4 made with jurisdiction, and for which no other leave is pro-
- 5 vided for in this Article.
- 6 (d) Imminent danger to the home of the unit member occasioned by
- 7 a factor such as flood or fire, serious in nature and which
- 8 requires the absence of the unit member during his/her
- 9 working day.
- 10 (e) Serious illness in the immediate family of the unit member
- 11 requiring special attention until other appropriate ar-
- 12 rangements have been made.
- 13 (f) Any other significant event, personal to the unit member for
- 14 which paid leave of absence is not authorized, under which
- 15 the circumstances the unit member cannot reasonably be
- 16 expected to disregard, and which requires the immediate
- 17 attention of the unit member during his/her assigned hours
- 18 of service. Unit members will be required to submit ade-
- 19 quate proof that an emergency did exist. Should the Dis-
- 20 trict rule that the data submitted does not constitute an
- 21 emergency, the unit member may appeal to the Chief Adminis-
- 22 trator of Classified Personnel Services. The Administrator
- 23 shall hear the evidence and render a decision.

24 11.8.1 Immediate family as used in this Section shall have the same

25 meaning as provided in the Bereavement Article of this Agreement.

26 11.9 Jury Duty and Witness Leave: Leave of absence for jury service

27 shall be granted to any unit member who has been officially

28 summoned to jury duty in local, State, or Federal Court. Leave

shall be granted for the period of the jury service. The unit

1 member shall receive full pay while on leave provided that the  
2 jury service fee for such leave is assigned to and the subpoena  
3 or court certification is filed in the District. Request for  
4 jury service leave should be made by presenting the official  
5 court summons to jury service to the department head within  
6 one workday of receipt of the summons.  
7

8 11.9.1 Leave of absence to serve as a witness in a court case shall be  
9 granted a unit member when he/she has been served a subpoena to  
10 appear as a witness, not as a litigant in the case. The length  
11 of the leave granted shall be for the number of days in atten-  
12 dance in court as certified by the clerk or the authorized  
13 officer of the court. The unit member shall receive full pay  
14 during the leave period, provided the witness fees for such  
15 leave are assigned to and the subpoena or court certification is  
16 filed with the District. Request for leave of absence to serve  
17 as a witness should be made by presenting the official court  
18 summons to the department head.

19 11.9.2 The jury service fee and witness fee referred to do not include  
20 reimbursement for transportation expenses.

21 11.9.3 A unit member who has received a leave of absence under this  
22 Section shall make himself/herself available for work during  
23 hours when his/ her presence is not required in court. Any  
24 day during which any unit member in the bargaining unit whose  
25 regular assigned shift commences at 12:00 noon or after, and  
26 who is required to serve six hours or more of that day on jury  
27 duty, shall be relieved from work with pay.

28 11.9.4 A leave of absence without pay may be granted to a classified  
unit member who is officially called for jury duty. If the

LEAVES OF ABSENCE - Continued

jury duty is served, he/she may keep all juror fees and mileage. However, a unit member may choose to serve during his/her off-duty or vacation days.

11.10 Absence for Examination: Every unit member in the security unit shall be permitted to be absent from his/her duties during the working hours in order to take any examination for promotion in the district without deduction of pay or other penalty, provided that he/she gives two days notice to his/her immediate supervisor.

11.11 Military Leave: Military leave of absence shall be granted and compensated in accordance with the Military and Veterans Code, Sections 389 and 395 and that which follows.

11.12 Leave of Absence Without Pay: Leave of absence without pay may be granted to a permanent unit member upon written request of the unit member and the approval of the Board of Trustees, subject to the following restrictions:

(a) Leaves of absence without pay may be granted for any period not exceeding one (1) year, except that leave of absence for military service shall be granted as provided by the Education Code and the Military and Veterans Code. Leaves of absence for service in the Peace Corps, or the Red Cross or Merchant Marine during time of national emergency, may be granted for a period not to exceed 24 months.

(b) The granting of a leave of absence without pay gives the unit member the right to return to a comparable level position within his/her class at the expiration of his/her leave of absence, provided that he/she is physically and legally capable of performing the duties of that position.

LEAVES OF ABSENCE - Continued

11.12.1 The Governing Board may, for good cause, cancel any leave of absence by giving the absent unit member due notification. Such notification shall be by certified mail.

11.12.2 A unit member may make a written request to the Governing Board to return to work prior to the expiration date of the leave. The Governing Board may approve or reject the request.

11.12.3 Failure to report for duty within five working days after a leave has been cancelled or expires shall be considered "abandonment of position" and the unit member may be terminated by the Board of Trustees. This provision is not applicable to military leave. Nothing in this section shall be construed to deny any unit member the right to appeal disciplinary action.

11.12.4 If a unit member cannot be placed in a vacant position in his/her class upon return from leave of absence, he/she shall have bumping and reemployment rights, in accordance with his/her seniority, in the same manner as if he/she had been laid off for lack of work or lack of funds on the date his/her leave expires.

11.13 Leave taken by a unit member because of medical disability connected with or resulting from her pregnancy shall be charged to her available sick leave. Extended illness leave shall be available for pregnancy related medical disability under the conditions set forth in this Article.

11.13.1 If a unit member notified the Classified Personnel Department of her desire to return to active employment after a leave which has been charged entirely to sick leave in accordance with the provisions of this Section, said unit member should

LEAVES OF ABSENCE - Continued

1 immediately be assigned to the same position which she held  
2 at the time the leave commenced, or if that position is no  
3 longer in existence, to a substantially equivalent position.  
4 Upon her return, said unit member shall be afforded the same  
5 rights as other classified employees who have been on sick  
6 leave and who return to active employment.  
7

8 11.14 Parental Leave: A parental leave of absence without pay, not to exceed  
9 one (1) year, may be granted to a unit member for the purpose of  
10 childbearing and/or childrearing under the conditions set forth below.

11 11.14.1 A Unit member who is pregnant shall be entitled upon request  
12 to a leave to begin at any time between the commencement of  
13 her pregnancy and one (1) year after a child is born to her.  
14 Said unit member shall notify the Classified Personnel  
15 Department in writing of her desire to take such leave,  
16 except in case of emergency, and shall give such notice at  
17 least (30) days (calendar month) prior to the date on which  
18 her leave is to begin. She shall include with such notice  
19 either a physician's statement certifying her pregnancy or  
20 a copy of the birth certificate of her child, whichever is  
21 applicable. A unit member who is pregnant may continue in  
22 active employment as late into her pregnancy as she desires  
23 provided she is able to properly perform all her required  
24 duties as she is deemed physically able to perform by her  
25 attending physician.

26 11.14.2 A male unit member shall be entitled, upon request to a  
27 parental leave of absence to begin at any time between the  
28 expected birth of a child whom he had fathered and one (1)  
year thereafter.

11.14.3 A unit member adopting an infant (i.e., one (1) year of age or less) shall be entitled upon request to a leave to commence any time during the first year after receiving de facto custody of said infant child or prior to receiving such custody if necessary or in order to fulfill the requirements of adoption.

11.14.4 If a unit member notifies the Classified Personnel Department of his/her desire to return to active employment within sixty (60) days (two calendar months) after the termination of her pregnancy for any reason, or the acquisition of de facto custody of an infant child, said unit member shall within seven (7) days after receipt of the notice be assigned to the same position which she or he held at the time the leave commenced, or if that position is no longer in existence, to a substantially equivalent position.

11.14.5 Substitute Employment - A unit member on parental leave of absence shall not be denied the opportunity to substitute in the school district by reason of the fact that he/she is on parental or maternity leave of absence.

11.15 Leave to Serve in an Exempt, Temporary, or Limited-Term Position:

Any permanent unit member who accepts an assignment within the District to an exempt, temporary or limited-term position shall, during such assignments, be considered for status purposes as serving his/her regular position, and such assignment shall not be considered separation from service.

11.15.1 The unit member may, with the approval of appointing authority, voluntarily return to his position or a position in the class of his permanent status prior to the completion of service in the exempt, temporary or limited-



LEAVES OF ABSENCE - Continued

term position. Failure to complete the required service unless approved as specified herein, will constitute abandonment of position and may be grounds for disciplinary action by the appointing authority.

11.16 Leave of Absence for Study: Every regular unit member who has completed seven (7) years of service in regular status with the District shall be eligible to apply for a leave of absence for study purposes. The granting of such leave shall be entirely discretionary with the appointing authority. When a study leave has been authorized and taken, an additional seven (7) years of service, after return to duty from the last leave must be completed, before another study leave may be granted.

11.16.1 Study leave can be for any period of time not to exceed one (1) year and must be taken in any time increments as approved by the Governing Board, but must be completed within three (3) years after the initial part of the leave was commenced. If the leave is not continuous, the service performed between the leave intervals shall be credited toward future study-leave eligibility.

11.16.2 Any leave granted and taken under this Section shall not constitute a break in service for any purpose, but the leave time shall not count toward eligibility for a future study leave.

11.16.3 The unit member must file an application with the Governing Board for a leave of absence under this Section and must outline:

LEAVES OF ABSENCE - Continued

BACK-UP DATA  
Report No. 87/88-3048/48  
May 24, 1988

- (a) His/her work history with the district (e.g., positions held and length of service in each).
- (b) Length of leave requested and time period in which the leave will be completed, if granted.
- (c) The purpose for which the leave is requested. The application must include the complete course of study to be pursued, institution giving the course, costs involved, degree or credits to be granted, and other pertinent data.
- (d) Amount of compensation requested while on leave.
- (e) Service, if any, to be performed by the unit member for the District during the leave.
- (f) The benefits to be derived by the District by the granting of the leave.
- (g) Willingness by the unit member to provide a bond to the District as required by law.
- (h) Agreement by the unit member that he/she will serve the District for at least two (2) years after termination of the leave.
- (i) Willingness to provide the district evidence of satisfactory study progress at agreed intervals during the leave. Failure to provide such evidence or to make satisfactory progress may, at the option of the district, result in immediate cancellation of the leave.
- (j) Agreement by the unit member that he/she will report any employment during the leave to the Classified Personnel Department, who shall determine whether conflict exists with the purpose of the leave.



11.16.4 If a leave is granted under this Section, the unit member will be paid, at a minimum, the difference between what his/her salary or wage would have been had he/she been on leave and the salary paid the substitute employee. In lieu of the minimum, the Board and unit member may agree, in writing, to greater compensation. If the Board approves compensation greater than the minimum, it shall be not less than one-half of the unit members normal rate of compensation and not more than full compensation.

11.16.5 Compensation shall be paid as follows:

- (a) If the unit member does not provide a bond as determined by the District or provide a written statement indicating that he/she will serve at least two (2) years with the District or provide a written statement indicating that he/she will serve at least two (2) years with the District upon return from leave, the agreed-to-compensation shall be paid in two (2) equal annual installments during the first two (2) years of service to the District following return to duty after termination of the leave.
- (b) If the unit member provides the required bond or submits a written document, approved by the Governing Board in accordance with Education Code Section 45364, the unit member shall be paid the agreed-to-compensation in the same manner as if he/she were in active service with the District. If the unit member fails to complete two (2) years of service for the

LEAVES OF ABSENCE - Continued

District following return from leave, except as provided below, he/she may be required to refund to the District a pro rata portion of any compensation received while on leave.

- (c) If a unit member has provided a bond or written agreement and fails to complete the required two (2) years of service because his/her death or physical or mental disability, the bond or conditions of the Agreement shall be exonerated in the same manner as if the required service has been performed.

11.17 Leave of Absence for Retraining: In the event that the Governing Board contemplates the abolition of positions in the classified service and creation of new positions because of automation, technological improvements, or for any other reason, it may provide for retraining of displaced unit members in accordance with this Article.

11.17.1 To be eligible for retraining leave, a unit member must:

- (a) Have served at least three (3) years in the District.
- (b) be serving in a position which the District contemplates abolishing, or show that the retraining will clearly benefit the District.
- (c) Indicate a willingness to serve the District at least two (2) years after successful completion of the retraining program.

11.17.2 The Governing Board shall prescribe the retraining program and may provide the program internally or designate the institution or place where the program is to be given.

LEAVES OF ABSENCE - Continued

11.17.3 The unit member shall be considered a permanent unit member for all purposes during the period of the retraining program and shall receive his normal compensation and benefits. The Governing Board may prescribe duties, if any, to be performed by the unit member on behalf of the District during retraining leave.

11.17.4 The Governing Board shall provide for reasonable expenses necessary for the prescribed retraining, but may recover costs from the unit member if he/she fails to complete the prescribed retraining program.

11.17.5 At its discretion, the Governing Board may establish retraining programs for purposes other than outlined in this Article and grant leaves of absence for retraining in the same manner as for study leaves of absence, except that the three-year service requirement shall prevail. Approval for such leave shall prevail. Approval for such leave shall be discretionary with the Governing Board.

11.18 Transfer of Sick Leave From Another District: Any classified employee of any school district who has been an employee of that district for a period of one calendar year or more and who terminates employment with that district for the sole purpose of accepting a classified position with this District, and who subsequently, within one year of termination of his/her former employment, accepts a classified position shall be credited with all of the earned but unused sick leave which was credited to him/her in his/her former school district.

ARTICLE XII

WAGES AND SALARY

12.1 Initial Placement: All new unit members shall be appointed at the hiring rate for the class as approved by the District. The hiring rate shall be the first step of the schedule except for classes where recruitment efforts have indicated difficulty in recruiting at that step. An accelerated hiring rate may be set, with the approval of the Board of Trustees, at any step of the schedule of the class.

If an accelerated hiring rate is approved, all current unit members in the class shall be advanced to that rate and shall begin a new cycle of step advancement.

12.2 Step Advancement: Unit members placed on step 1 of a range will advance to step 2 on the first of the pay period (month) following completion of six (6) months of service in the class. Each succeeding step will be attained one (1) year from the preceding step. New unit members placed above step one (1) of any salary range will advance on one (1) year intervals until the maximum step has been reached.

12.2.1 For the purpose of this Article, when the first day of service falls between the first and 15th of the month;, the appointment shall be considered as effective the first day. Later appointments shall be considered at the beginning of the next month.

12.2.2 A permanent unit member who is serving temporarily in a provisional assignment shall have his/her increment date processed in the normal manner. The actual movement on the higher salary step, however, shall not take effect until the individual returns to his/her regular permanent position.

WAGES AND SALARY - Continued

12.3 Longevity Award: Full-time unit members who have completed at least 10 years of service but fewer than 20 years of service with the District as of July 1, 1985 will be granted a longevity award of \$20.00 per month, effective July 1, 1985; those who have completed at least 20 years but fewer than 25 years of service as of that date will be granted \$35.00 per month.

12.3.1 The longevity award shall be prorated for part-time unit members in accordance with the formula used to compute the District contribution to health and welfare premiums for part-time unit members.

12.4 Placement Upon Promotion: When a unit member is promoted to or assigned to a classification with a higher maximum salary than his/her previous classification, his/her salary will be adjusted to the minimum or to that step of the new range that represents not less than five (5) percent salary increase.

12.4.1 Unit members promoted to a new classification shall be on probation for a period of six (6) months or 130 days from the effective date of promotion. At the end of the probationary period the unit member will achieve permanency in his/her new classification. The unit member will receive his/her first step increase upon achieving permanency in the new classification.

12.5. Placement After Leave of Absence: Upon return from unpaid leave of absence, a unit member shall be placed on the same step of the range for the class which he/she had achieved prior to the leave, regardless of changes in rate or range application to the class; except that step advancement within range shall be granted.

WAGES AND SALARY - Continued

12.5.1 Credit for step advancement shall accrue during leave of absence for military service or to service in limited-term assignments in the District and during any paid absence, industrial accident, and industrial illness leave.

12.5.2 When a unit member is restored, after leave of absence to his/her previous salary step, he/she shall receive credit for step advancement for service prior to the leave. His/her anniversary date shall be adjusted accordingly in order that he/she shall be granted step advancement after having completed the amount of service required.

12.6 Changes in Assigned Time - Fringe Benefits of Part-time Classified Employees: A classified employee who works a minimum of 30 minutes per day in excess of his/her part-time assignment for a period of 20 consecutive days or more, shall have his/her basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis as specified in Section 45136 of the Education Code.

12.6.1 If a part-time employee's average paid time, excluding overtime for which the employee receives compensation at a rate at least equal to time and one-half, exceeds his/her average assigned time by 50 minutes or more per working day in any quarter, the hours paid per day for compensable leaves of absence and holidays in the succeeding quarter be equivalent to the average hours paid per working day in the preceding quarter, excluding overtime.



WAGES AND SALARY - Continued

12.6.2 Except where vacation entitlement is accrued on the basis of actual hours of paid regular service, vacation entitlement shall be based on the average number of hours worked per working day during the portion of the school year in which the employee is assigned to duty.

12.6.3 It is the intent of the legislature, in enacting this section to insure that part-time employees are accorded fringe benefits on an appropriate prorated basis with full recognition given to the number of hours worked by the part-time employee rather than on the basis of time fixed to the position when the fixed time is not reasonably correlated with the actual time worked. This section is to be liberally construed in order that the provisions of Section 45136 may not be circumvented by requiring employees to work in excess of the regularly fixed hours for a position on an overtime basis but for which premium pay is not provided nor appropriate adjustment is not made in fringe benefit entitlement.

12.7 Increase in Time in Excess of One (1) Hour Per Day: (See Classified Rules and Regulations, Section 60.200. 4.A (2 & 3) & B) When an existing permanent position is assigned a permanent increase in time of more than one (1) hours per day, the increased position shall be considered "vacant" for the purpose of this Section effective July 1 next following the date of the increase. If it has been effected in the first quarter of the school year, in which case, it shall be considered vacant as of October 1st of that school year.

WAGES AND SALARY - Continued

12.7.1 When a class contains permanent positions of varying hours of work per day, week, or month, preference in assignment to vacant positions shall be based on seniority in the class.

12.7.2 A Seniority assignment bid list shall be maintained for the purpose of this Section. Unit members on the seniority assignment bid list may accept or reject a "vacant" position, as defined by this Section, on the basis of placement on the list. Unit members rejecting a vacant position shall notify the Personnel Commission Office within five (5) days after receipt of notification of available vacancy.

12.7.3 The provisions of Subsections 12.7.1 and 12.7.2 of this Section are expressly excluded from the Grievance Procedure set forth in Article V of this Agreement.

12.8 Placement When Demoted: A unit member who accepts voluntary demotion shall be placed on the step of the range of the lower class which is closest to the rate he/she earned in the higher class, provided that he/she shall not receive an increase thereby. He/she shall retain the anniversary date established in the higher class.

12.8.1 The order in involuntary demotion shall specify the step of the schedule at which the unit member shall be placed. Step advancement shall be in accordance with this Article.

12.9 Frequency: All monthly unit members shall be paid twice per month payable on the tenth and twenty-fifth of the month. All hourly unit members shall be paid once per month payable on the tenth of



WAGES AND SALARY - Continued

the month. If the normal pay date falls on a holiday, Saturday or Sunday, the pay warrant shall be issued on the preceding work-day unless circumstances beyond the control of the District precludes payment on these dates.

12.9.1 The District shall make every reasonable effort to assure that pay warrants are promptly delivered in accordance with District procedure.

12.10 Pay Warrant Error: Any error resulting in insufficient payment of a unit member shall be corrected, and a supplemental warrant ordered within five (5) days after receipt of necessary documentation in the Payroll Department.

12.11 Special Payments: Any payroll adjustment due to a unit member as a result of a status change (e.g., out-of-class assignment or recomputation of hours), shall be submitted to the County within ten (10) working days after receipt in the Payroll Department of necessary documentation approved by the Board of Trustees. Normally, the pay warrant will be issued by the District within thirty (30) days after the order is presented to the County.

12.12 Lost Warrants: If a unit member's pay warrant is lost after receipt by the District or if the unit member fails to receive a pay warrant through no fault of his/her own, the district shall provide the unit member 80% of the net pay due within two (2) hours of notification, subject to the availability of funds in the revolving cash account. If funds in that account are insufficient a pay warrant shall be ordered from the County in accordance with the following procedure:  
(1) The District must wait seven (7) days from the pay date to contact the County to request an affidavit for execution by the

WAGES AND SALARY - Continued

District, (2) upon receipt of the affidavit, the District will certify that the warrant has been lost by the District, and (3) immediately upon execution of the affidavit the District will order a replacement warrant for the lost pay warrant.

12.12.1 If a pay warrant is lost after receipt by the unit member or is not delivered within five (5) days of mailing, if the unit member requested it to be mailed, the District will order a replacement warrant from the County in accordance with the following procedure: (1) The District must wait seven (7) days from the pay date to contact the County to request an affidavit for the unit member's signature, (2) upon receipt of the affidavit in the District, the unit member will be requested to execute it, certifying that the lost or undelivered pay warrant has not been negotiated to the benefit of the unit member, and (3) within one (1) work day of execution of the affidavit, the District will order a replacement warrant for the lost or undelivered warrant.

12.13 Operating District Vehicles - Unit members assigned to drive district vehicles must maintain and keep valid at all times the appropriate license, failure to do so may result in disciplinary actions up to and including termination.

12.14 Mileage: Any unit member required to use his/her vehicle on District business shall be reimbursed at the current rate provided by District policy, payable in a separate warrant.

12.14.1 Prior written approval shall be obtained from the immediate supervisor or his/her designee for the use of personal vehicles in the line of duty. The unit member must provide all necessary

1 WAGES AND SALARY - Continued

2 information identifying the vehicle to be used, insurance  
3 coverage including limits of coverage, the insurance carrier,  
4 and the condition of the vehicle. A copy of the District  
5 policy governing use of personal vehicles in the course of  
6 employment is incorporated by reference and attached hereto  
7 as Appendix C.

8  
9 12.15 Meals and Lodging: Any unit member who must have meals or overnight  
10 lodging away from home as a result of a work assignment, shall be  
11 reimbursed in accordance with the District's Conference Attendance  
12 policies.

13 12.16 Compensation During Required Training Periods: When a unit member is  
14 required by the District to attend training sessions or otherwise  
15 engage in training of any kind in order to continue his/her employment  
16 in a position he/she shall receive compensation as follows:

17 12.16.1 When the training occurs during the unit member's regularly  
18 assigned working hours, the unit member shall be paid his/  
19 her regular rate of pay and shall receive all benefits to  
20 which he/she is entitled.

21 12.16.2 When the regularly assigned hours and the hours of training  
22 combined total in excess of eight hours on a regularly  
23 assigned work day, or when the training occurs at any time  
24 other than the regular assigned work week, the employee  
25 shall be paid at the overtime rate appropriate for the  
26 day and/or time at which the training occurs. The over-  
27 time rate shall be based on the unit member's regular rate  
28 of pay.

1 WAGE AND SALARY - Continued

2 12.16.3 If approved in advance by the District and later substan-  
3 tiated by receipts from the unit member, all costs incurred  
4 under a mandated training program, for transportation,  
5 registration, or supplies shall be paid by the District.  
6

7 12.17. Compensation for Summer School Assignments - Assignments at Times

8 Other Than Regular Academic Year: For the purpose of this section  
9 every security employee shall be deemed to be employed for twelve (12)  
10 months during each school year regardless of the number of months  
11 in which he/she is normally in paid status. Any school district, which  
12 in any school year, maintains school sessions at times other than during  
13 the regular September - June academic year shall assign for service  
14 during such times regular security employees of the District. When  
15 it is necessary to assign security employees not regularly so assigned  
16 to serve between the end of one academic year and the commencement of  
17 another, such assignment shall be made as required.

18 12.17.1 This Section shall apply to districts that have adopted  
19 the Merit System in the same manner and effect as if it  
20 were a part of Chapter 5 (commencing with Section 45240)  
21 of the Education Code.

22 12.17.2 The provisions of this Section are expressly excluded  
23 from the grievance procedure set forth in Article V  
24 of this Agreement.

25 12.18 Compensation for Unit Member Working Out-of-Classification: It is the  
26 intent of this Section to permit the working of unit members tem-  
27 porarily outside their normal duties, but to require that some  
28 additional compensation be provided during the temporary assignment.

WAGE AND SALARY - Continued

12.18.1 Working out of classification shall be defined as performing duties which are substantially different from those fixed and prescribed for the unit members's regular position by the Governing Board. This would include duties performed in a higher classification.

12.18.2 A unit member may be required to perform duties inconsistent with those assigned to the position by the Governing Board for a period of more than five (5) working days provided that his/her salary is adjusted upward for the entire period he/she is required to work out-of-classification. The unit member will receive a minimum of one step differential for the period worked out-of-classification or the first step in the salary range of the position he/she is temporarily filling, whichever is the greater amount.

12.19 Salary Range: Effective July 1, 1988 Public Safety Officers shall be placed on Range 14 an ineligible for evening or night differential payments.

12.20 Effective July 1, 1988 the District proposes that the 1987/88 salary schedule be maintained for the 1988/89 school year.



ARTICLE XIII

HEALTH AND WELFARE

Full Time Unit Members

13.1 Effective upon ratification, subject to approval by Insurance Carriers,  
all unit members and their dependents are eligible for a fully paid or  
pro-rata share of a district paid health, dental, and vision plan.  
Full-time unit members shall be eligible for a \$5,000 life insurance  
plan as provided in this article.

13.2 Dependents of employees shall be eligible up to age 19 or dependent  
students up to age 24 or in accordance with the provision of the  
plan in which the unit member is enrolled. Any cost for coverage  
of a student beyond the age limit established by the plan in which  
the member is enrolled shall be paid by the unit member.

13.3 An employee shall have a choice of a HMO or fee for service plan. In  
the event that the unit member's spouse is an employee of the District  
a primary subscriber must be designated. In the event that the marital  
status of the primary subscriber changes i.e. divorce, legal separation,  
widowed, the employee who was designated as the dependent on the plan  
shall apply to the Office of Risk Management for primary subscriber  
status. A family is eligible for only one plan. When a fee for service  
plan is selected the benefits shall be coordinated providing such an  
arrangement can be negotiated with the carrier.

13.4 PART-TIME

Effective upon ratification, subject to approval by insurance carriers,  
the District shall permit part-time unit members to participate in the  
District's medical, dental, vision, and life insurance plans on a  
pro-rata basis. The District shall pay a pro-rata share of a part time

HEALTH AND WELFARE - Continued

unit member's premiums in accordance with the schedule below. The balance shall be paid by the employee.

Minimum Hours	But Less Than	Percentage
4	6	50%
6	8	75%
6	8	168.75
		\$150.00

13. 5 Effective July 1, 1988, the District shall pay 25% of the group health plan for retirees who are at least 60 years of age and have 20 or more years of full-time credited service or retirees who are at least 55 years of age and have 30 or more years of full-time credited service in the Compton Unified School District.
13. 6 Effective July 1, 1988, For a period of three years beginning with a retiree's sixty-fifth birthday, the District shall reimburse the retiree for the cost up to \$25.00 per month for ten months towards the premium of a medicare supplement plan which has been verified by the District. A pro-rata share of the supplement reimbursement shall be provided to employees who worked less than full-time during their credited years of services.
13. 7 The District reserves the right to select, change, administer or fund any fringe benefit program involving insurance that now exists or may exist in the future during the terms of this contract.
13. 8 Implementation of this proposal will terminate the tax shelter annuity (TSA) options currently provided to California School Employees Association Chapter 729 unit members from district funds by July 1, 1988.

HEALTH AND WELFARE - Continued

13. 9 Unit members returning from an unpaid leave of absence of six months or more shall become a participant in the District paid health and welfare plan.

13.10 Health/Annual Physical Examination - Effective July 1988 and annually thereafter, unit members shall be required to take a district pre-scribed comprehensive physical examination which shall include psychological screening and toxicological testing. The results of such must be filed within the District Personnel Office within 15 days after the completion of the tests.



ARTICLE XIV

HOLIDAYS

14.1 Eligibility for Holiday Pay: All unit members will be entitled to payment for authorized holidays, provided that they were in a paid status during any portion of the working day immediately preceding or succeeding the holiday.

14.1.1 Holidays shall include:

Independence Day

Admission Day

Labor Day

Veterans Day

Thanksgiving Day

Thanksgiving Holiday

Christmas Day

New Year's Day

Martin Luther King Day

Lincoln Day

Washington Day

Cinco de Mayo

Memorial Day

14.1.2 Whenever any of the approved holidays fall on a Sunday, the following Monday shall be deemed to be the holiday.

14.1.3 Whenever any of the approved holidays fall on a Saturday, the preceding Friday shall be deemed to be the holiday.

HOLIDAYS - Continued

14.1.4 The holidays listed in "14.1.1" are guaranteed holidays for all unit members who establish eligibility for same under "14.1" above, except for unit members serving in positions that are exempt from guaranteed holidays, as provided in Article VIII, Section 8.1 (Hours of Work and Overtime).

14.1.5 Pay for a holiday shall be the amount the full-time unit member would have received had the day not been a holiday.

14.1.6 Holiday pay for part-time unit members shall be computed as provided in Section 45136 of the Education Code.

14.1.7 When a regular unit member is required to work on any holiday designated by the Governing Board, he/she shall be paid compensation for such work at the rate specified in Article VIII, Section 8.4 (Hours of Work and Overtime) in addition to the regular pay received for the holiday.

14.2 School Holidays: Regular unit members who are not normally assigned to duty during the school holidays which include December 25 and January 1 and any other Board declared holidays shall be paid for those holidays, provided that they are in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

14.3 Exchange of Holidays by Board Action: The Board of Trustees may, prior to July 1 of any year, specify if so authorized in all, that schools will be maintained and unit members are required to work on any or all of these holidays; Veteran's Day, Lincoln's Birthday, Washington's Birthday, and/or Memorial Day.

HOLIDAYS - Continued

14.3.1 If the Board lawfully takes such an action, it shall designate another day, during the same school year, as a holiday for unit members in lieu of the regular, normal holiday.

14.3.2 The day specified as the "in lieu" holiday shall be a day when all unit members who could normally have established eligibility for the regular holiday will also be able to establish eligibility for the "in lieu" holiday. The day designated as an "in lieu" holiday shall provide unit members with at least a three-day weekend.

14.3.3 If the Board fails to comply with Section 14.3.2 above, unit members who will not normally be able to establish eligibility for the "in lieu" holiday, and who are required to work on the regular holiday shall be paid, in addition to the normal pay for the holiday, at the rate of time and one-half for time required to be worked.

14.4 Miscellaneous - Additional Holidays: Every day declared by the President or by the Governor of this State as a public fast, Thanksgiving, or holiday (except a special or limited holiday) under Section 37220 or Section 37221 of the Education Code or any day declared a holiday by the Governing Board under Section 37222 of the Education Code shall be a paid holiday for unit members.

14.5 Pupil Excused Day: Notwithstanding the adoption of separate work schedules for the certificated and the classified services, on any school day during which pupils would otherwise have been in attendance but are not and for which certificated personnel receive regular pay, unit members shall also receive regular pay whether or not they are required to report for duty that day.

HOLIDAYS - Continued

14.6 Negotiations of Designated Holidays: During the month of April, each year during the term of this Agreement, CSEA, Chapter 729 and the District agree to negotiate the designation of December 24th and 31st as possible holidays, as an adjunct to the Board of Trustee's development of the school calendar.

ARTICLE XV

VACATION

- 15.1 Eligibility: Each actively employed unit member shall earn vacation credit at the applicable rate prescribed in Section 15.2 below. Vacation credit shall also be earned during any paid leave of absence. A unit member may not use earned vacation credit prior to completion of the probationary period.
- 15.2 Earning Rate: Unit members who are employed for a period of twelve (12) months or a minimum of 245 days in paid status, shall earn vacation in the manner set forth below, effective July 1, 1980:
- |                              |  |
|------------------------------|--|
| 1 - 2 years                  | 1 day per month, 12 days per year      |
| 3 - 10 years                 | 1-1/4 days per month, 15 days per year |
| 11 - 14 years                | 1-1/2 days per month, 18 days per year |
| 20 years of service and over | ....2 days per month, 24 days per year |
- 15.3 Accumulation and Carry-Over: Vacation time will accumulate for a period of two years only. The end of the fiscal year will be the deadline in determining the cutoff period.
- 15.3.1 Emergencies as determined by the Superintendent or his designated representative can be cause for carrying vacation time beyond the two year period.
- 15.3.2 When a unit member has accumulated the maximum allowable vacation credit and when a critical emergency prevents his/her being off duty, the nature and duration of the emergency shall be reported to the Board of Trustees. The Board of Trustees may authorize payment in lieu of vacation earned above the maximum or may permit the accumulation of excess vacation credit for the duration of the emergency.

VACATION - Continued

15.4 Vacation Scheduling: Vacation schedules shall be prepared by the administration. Efforts shall be made to enable vacation to be taken at times convenient to the unit member, consistent with the needs of the service and the workload of the department. Vacation may be taken in units of not less than one-half day(four hours) and shall not be taken without the prior approval of the immediate supervisor (Ref. Article V.7.1 and Article V.7.2)

15.5 Vacation Pay Rate: In computing pay for vacation, applicable salary differentials shall be included and vacations shall be paid at the base salary rate in effect at the time the vacation is taken.

15.6 Vacation Pay Upon Termination: Upon separation from the service, a unit member shall be paid in a lump sum for his/her accumulated vacation credit at the rate of pay applicable to his/her last regular assignment.

15.7 Interrupted Vacation: Vacations may be interrupted or terminated in order to begin illness leave, bereavement leave, jury duty, or military leave.

15.7.1 If an employee's vacation is scheduled during a period when he/she is on leave due to illness, industrial injury/illness, subpoena, bereavement, military leave or jury duty, he/she may request that his/her vacation date be changed.

15.8 Vacation Accumulation Notification: The District shall inform each unit member on an annual basis of the number of vacation days or hours in his/her vacation account.



ARTICLE XVI

REIMBURSEMENT FOR LOSS, DESTRUCTION OR DAMAGE OF  
PERSONAL PROPERTY

16.1 General provisions applicable to paragraphs 16.2 and 16.3:

- 16.1.1 Any claim made pursuant to this Article must be received in the Office of Risk Management within fifteen (15) working days of the date of loss, destruction, or damage for which reimbursement is sought.
- 16.1.2 No payment shall be made for any item having a value of less than \$10 at the time of loss, destruction, or damage.
- 16.1.3 No payment shall be made for repairs costing less than \$10.
- 16.1.4 Reimbursement shall not exceed \$200.
- 16.1.5 In the event the unit member is paid the cost of replacing or repairing any such property, or the actual value of such property, the District shall, to the extent of such payments, be subrogated to any right of the unit member to recover compensation for such damaged property.
- 16.1.6 No reimbursement shall be made for mysterious disappearance, accidental damage or any other loss suffered because of lack of supervision by the owner.
- 16.1.7 The property covered by this Article shall not remain in the District over a weekend, on holidays or during vacation periods without the prior written approval of the unit member's immediate supervisor.

16.2 Personal Property Damaged in the Line of Duty (Excluding Vehicles):

Under the General Provisions set forth above, the District shall, at its discretion, pay the cost of replacing or repairing property of unit members such as eyeglasses, hearing aids, dentures, watches, or articles



1 REIMBURSEMENT FOR LOSS, DESTRUCTION  
2 OR DAMAGE OF PERSONAL PROPERTY - Continued

3 of clothing necessarily worn or carried by the unit member when any  
4 such property is damaged in the line of duty without the fault of the  
5 unit member or when such property is stolen from the unit member by  
6 robbery or theft while the unit member is in the line of duty.

7 16.3 Personal Vehicles Authorized for Use in the Line of Duty: Under the  
8 General Provisions set forth above and in accordance with the additional  
9 requirements specified in this subsection, the District shall reimburse  
10 a unit member for the loss, damage, or destruction of personal vehicles  
11 authorized for use in the line of duty. Prior approval shall be  
12 obtained from the school administrator or designee for use of personal  
13 vehicles in the line of duty. Such approval shall identify the vehicle  
14 to be used, specify the nature and limits of insurance coverage and  
15 the name of the insurance carrier, and describe the condition of the  
16 vehicle. The form identified as Appendix D shall be used for this  
17 purpose.  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

ARTICLE XVII

SAFETY PROVISIONS/DRUG ALCOHOL TESTING

- 17.1 The District seeks to insure that each unit member is provided with safe and healthful working conditions. CSEA agrees to encourage unit members to be safety conscious in the performance of duties and to promptly report alleged unsafe conditions to their supervisor or to their Department Safety Committee Representative at the departmental level.
- 17.2 A Department accident prevention program, including safety training, inspection, accident and hazard reporting, shall be administered in compliance with State Safety Orders. Subject to District financial constrictions and priorities, repairs, purchases and/or modification of facilities, equipment, records and practices shall be made promptly to meet requirements of the State Safety Orders and to reduce or eliminate hazardous conditions.
- 17.3 Consistent with this policy, the Public Safety Department head and school principal shall be responsible for the implementation and operation of all necessary procedures designed to attain and maintain safe and healthful working conditions.
- 17.4 The Department shall establish a department safety committee consisting of the Chief of Public Safety or his/her designee, three members appointed by the Chief and three (3) members selected by Chapter 729.
- 17.5 The bargaining unit members of the committee shall be allowed reasonable release time to carry out their duties as a member of the Department Safety Committee.

1 SAFETY PROVISIONS AND UNIFORMS - Continued

2 17.6 No unit member shall be unlawfully discriminated against for reporting  
3 any condition believed to violate the requirements of the STATE SAFETY  
4 ORDERS.

5 17.7 Safety Equipment and Complaint: The District agrees to furnish  
6 personal protective equipment or gear necessary to ensure the safety of  
7 the unit member or others or to reimburse the unit member for procuring  
8 the District approved equipment or gear. Unit members agree to abide by  
9 District rules regarding the wearing or use of such equipment. Noncom-  
10 pliance shall be cause for disciplinary action. Any disputes arising  
11 out of this Section may be forwarded to the Department Safety Committee  
12 for recommended resolution. If not resolved it shall be referred to the  
13 Deputy Superintendent or designee for resolution.

14 17.8 Uniforms: The District shall pay the full cost of the purchase, lease,  
15 or rental of equipment, identification badges, emblems and cards re-  
16 quired by the District to be worn or used by bargaining unit members.  
17 Public Safety unit members required to wear uniforms shall be supplied  
18 uniforms by the District. The District shall furnish a total of two  
19 (2) pair of trousers and three (3) shirts upon initial hire of a  
20 new Public Safety Officer. Each authorized employee will be required  
21 to wear a clean uniform each day. The District shall provide an  
22 allowance to ensure the proper maintenance and purchase of each  
23 additional uniform after the initial issue. Employees issued district  
24 uniforms shall be responsible for any damage to the uniforms caused  
25 by misuse or loss. All wear or damage caused to District-issued  
26  
27  
28

SAFETY PROVISIONS/DRUG ALCOHOL TESTING - Continued

uniforms, in the performance of an employee's job duties, shall be repaired or replaced by the District.

Such items provided by the District shall be returned to the District upon separation from the service or termination of the assignment.

17.9 Uniform Coverage: The above language shall cover the following classified employees:

Public Safety Officers (Two pair of trousers and three shirts)

17.10 Uniform Maintenance Allowance: Unit members shall receive the following amounts to be paid quarterly over a twelve (12) month period:

Public Safety Officers                      \$150.00

17.11 Commencing September 1, 1986, Uniform Allowance shall be increased to a \$175.00 annually.

17.12 USE/SALE OF DRUGS AND ALCOHOL: The District and CSEA Chapter 729 do not and will not condone the use, sale or possession of any controlled substances including, but not limited to alcohol, amphetamines, barbituates, benzodiazepines, depressants, heroin, LSD, cannabinoids, cocaine, methadone, methaqualone, phencyclidine, propoxyphene, opiates and designer drugs.

17.13 UNDER THE INFLUENCE/USE/SALE: The presence in the system, being under the influence, or the use or possession of controlled substances or alcohol during work hours, or on District property, or at District functions, at any time, shall be grounds for disciplinary action up to and including termination of a unit member. The sale of controlled substances or alcohol by a unit

SAFETY PROVISIONS/DRUG ALCOHOL TESTING - Continued

member while working on assignment, or on District property, or  
at District functions, at any time, is grounds for immediate  
termination. The possession of controlled substances or alcohol  
by a unit member while working on assignment, or on district property,  
or at district functions, at any time, is grounds for immediate  
termination. Any controlled substance or alcohol found on District  
property will be confiscated and turned over to the appropriate  
law enforcement agency. Unit members who are detained by local,  
state, or federal law enforcement officials for off-the-job drug  
and alcohol related activities may be considered in violation of  
this Article and subject to discipline up to and including termi-  
nation. In deciding what action to take, the District will take  
into consideration the nature of the offense, extenuating or  
aggravating circumstances, if any, surrounding the conduct, the  
employee's job duties, employment record with the District, the  
likelihood of the reoccurrence of the conduct, and the impact of  
the conduct on the District's students, employees, and reputation.

17.14 A unit member shall be disciplined for violation of Section 17.12  
et seq. of this Article in accordance with the rules and regulations  
set forth by the Board of Trustees and the Compton Unified School  
District Personnel Commission pursuant to Education Code Section  
45220 et seq. Disciplinary action for violation of this Article  
is not subject to the Grievance Procedure in this Agreement.

17.15 DRUG AND ALCOHOL TESTING: This Article delineates the purposes  
and procedures to be utilized for the testing for the presence  
of drugs and alcohol in the system of unit members, and shall



SAFETY PROVISIONS/DRUG ALCOHOL TESTING - Continued

apply to unit member drug or alcohol use which may have an adverse effect on the unit member's employment, job performance, the health, safety and welfare of district pupils, employees and others, or tend to injure the public service.

17.16 "Drug" means any substance including alcohol that has known mind or function-altering effects on the human subject, specifically including psychoactive substances, including, but not limited to, substances prohibited or controlled by the laws of the State of California and federal controlled substance laws.

17.17 UNIT MEMBER DRUG TESTING BASED ON REASONABLE SUSPICION: The District shall have the right to question unit members and to require unit members to be tested for the presence of drugs or alcohol in their system when the District has reasonable suspicion to believe that the presence of drugs or alcohol in the unit member's system is likely to have an adverse impact on District property, the health, safety, or welfare of District pupils, the unit member, or others, or adversely effects the unit member's job performance, or may tend to injure the public service.

Reasons for testing may include, but shall not be limited to:

17.17.1 Accident investigations when there is reason to believe that drug or alcohol usage is a factor.

17.17.2 Reports by unit members of individual or group drug or alcohol use.

17.17.3 Unexplained absences from normal work sites when there is reason to suspect drug or alcohol related activity in violation of this Article.

SAFETY PROVISIONS/DRUG ALCOHOL TESTING - Continued

17.17.4 Situations where a unit member reports to work in a condition which may impair the unit member's job performance because of probable drug or alcohol use.

17.18 TESTING FOR UNIT MEMBERS BECAUSE OF SENSITIVE EMPLOYMENT

CLASSIFICATIONS: Annual and random drug testing for public safety officers is necessary, appropriate and job related in that the unit members are in a sensitive class of employment because they have a greater than normal responsibility and trust for the welfare and safety of the pupils of the District and others, because there is a high potential that any impaired performance by unit members may result in death or injury, and because unit members are not closely monitored in the performance of their job duties.

17.19 For the purposes of this Article, "drug use" means the presence of any controlled substance specified herein, including alcohol, in the system of a unit member. "District property" shall include all District real and personal property, whether owned, leased, or licensed, and any real or personal property in which the District has a property interest.

17.20 FREQUENCY OF DRUG TESTING

17.20.1 Each unit member shall be required to be tested for drugs or alcohol, at any time, upon a reasonable suspicion that he or she is under the influence or impaired by drugs or alcohol.

17.20.2 Each unit member shall be required to be tested for drug use on an annual basis.



SAFETY PROVISIONS/DRUG ALCOHOL TESTING - Continued

17.20.3 The District reserves the right to administer drug or alcohol tests to public safety officers on a random basis without advance notice. However, before the District begins random drug testing, the District will give affected unit members and their exclusive bargaining representative three (3) days prior notice of its intent to conduct random drug testing.

17.21 CONSEQUENCES OF FAILURE TO SUBMIT TO DRUG TESTING: No body fluid or breath test will be conducted without the individual's written consent. Any unit member who refuses to submit to a body fluid or breath test or refuses to sign a written consent for such testing may be subject to disciplinary action up to and including termination on the grounds of insubordination or willful failure of good conduct tending to injure the public service.

17.22 TESTING PROCEDURES: The following procedures for conducting testing for drugs or alcohol shall apply when a unit member is required to submit to a drug or alcohol screen:

17.22.1 The unit member shall be required to provide a urine sample or a blood sample, and, in the case of a alcohol, chemical testing of his or her breath also may be required.

17.22.2 The collection procedures shall insure that a valid sample (specimen) is acquired, that the donor is properly identified, and that no tampering or mishandling of the specimen occurs from initial collection to final disposition.

SAFETY PROVISIONS/DRUG ALCOHOL TESTING - Continued

- 17.22.3 The test samples shall only be analyzed by one of the following laboratories:
- a. A State public health laboratory.
  - b. A State Department of Justice criminalistics laboratory.
  - c. A laboratory which possesses a drug analysis license issued by the State Department of Health Services, and which submits to College of American Pathologist Proficiency Testing.
- 17.22.4 The District shall designate the administering physician and the laboratory where the test sample will be analyzed. Positive testing results are defined as those which are at or exceed a predetermined cut-off level. A negative sample either contains no drugs or contains a drug below the cut-off level. A positive result on the alcohol test is defined as the presence of alcohol in the sample.
- 17.22.5 The District may test for any drugs (controlled substance) including alcohol. However, the drugs to be tested shall include at least the following drugs: amphetamines and methamphetamines, cocaine, marijuana/cannabinoids (THS), opiates (narcotics), and phencyclidine (PCP). Nothing in this Article shall be construed to require the District to require a unit member to submit to drug or alcohol screening prior to initiation of disciplinary action against a unit member for drug or alcohol use.
- 17.22.6 There shall be a screening (initial) test, and a confirmation test if the screening test is positive, except in the case of testing for alcohol.

SAFETY PROVISIONS/DRUG ALCOHOL TESTING - Continued

- 17.22.7 The drug screening test shall be performed using either thin layer chromatography (TLC) or immunoassay (EMIT).
- 17.22.8 If the screening test result is negative, the test is concluded and the employee has passed the drug test.
- 17.22.9 If the drug screening test result is positive, the test result must be confirmed by utilizing the gas chromatography/ mass spectrometry (GC/MS) test.
- 17.22.10 If the necessary confirmatory test result is negative, the test is concluded and the employee has passed the test.
- 17.22.11 If both the drug screening and confirmatory test results are positive, the employee has failed the test.
- 17.22.12 The District will notify the employee of the results of any test that is positive for any substance included in the test procedure.
- 17.22.13 In the case of a positive test result, the District shall provide the employee with an opportunity to explain the presence of the identified substance.
- 17.22.14 In the case of a positive body fluid test result, the employee shall have the right to request that his or her test specimen be retested at the employee's expense, provided that the request for a retest is made within five (5) days after the employee was notified of the positive test result. The specimen may be retested at any laboratory enumerated in this Article which is authorized to conduct drug testing.

SAFETY PROVISIONS/DRUG ALCOHOL TESTING - Continued

17.22.15 Positive body fluid test specimens and records of positive test results shall be retained by the testing laboratory for at least one year.

17.22.16 The results of any test for drugs or alcohol shall be confidential and shall be given only to the District and to the employee. The District shall not reveal the results to anyone in the District who does not have a legitimate interest in the information. The results cannot be revealed to any other party without the concurrence of the employee and the District.

17.23 CONSEQUENCES OF A POSITIVE TEST RESULT

17.23.1 Any unit member who fails his or her drug or alcohol test shall be subject to immediate disciplinary action up to and including dismissal.

17.23.2 Any public safety officer who fails his or her drug or alcohol test shall be immediately suspended from his or her duties.

17.23.3 The District, at its discretion, in lieu of immediate disciplinary action, may do any of the following:

- a. Require the unit member to agree to periodic drug and alcohol screening during the following nine (9) months.
- b. Require the unit member to participate in a "drug" or a alcohol rehabilitation program," on such terms and conditions as the District may require.

SAFETY PROVISIONS/DRUG ALCOHOL TESTING - Continued

- c. Place the unit member on a leave of absence, with or without pay, in accordance with District leave provisions.
- d. Factors which shall be considered by the District in determining the appropriateness of action other than disciplinary action shall include:
  1. The welfare and needs of the pupils of the District.
  2. The unit member's employment history.
  3. The availability of substitute employees.
  4. The seriousness of the drug or alcohol problem.
  5. The willingness of the unit member to participate in a drug or alcohol rehabilitation program.
  6. The unit member's agreement to submit to further drug or alcohol testing.

17.23.4 The goal is to rehabilitate the unit member. However, if the unit member fails a subsequent drug or alcohol test, or fails to successfully complete a rehabilitation program or any other term or condition required of the unit member, the unit member will be subject to disciplinary action up to and including dismissal.

17.23.5 Before any unit member who tested positive can return to duty, the unit member must be retested for drugs or alcohol and the test result must be negative.



SAFETY PROVISIONS/DRUG ALCOHOL TESTING - Continued

17.24 USE OF PRESCRIPTION AND/OR OVER-THE-COUNTER DRUG

17.24.1 The use of prescribed or over-the counter drugs is not prohibited by this Article if all of the following are met:

- a. The drug has been legally obtained and is being used for the purpose for which it was prescribed or manufactured.
- b. The drug is being used at the dosage prescribed or authorized.
- c. The use of the drug is not inconsistent with the safe and efficient performance of the unit member's duties.

17.24.2 Reporting Requirements:

- a. Any unit member who is using a prescribed or over-the-counter drug and who has been informed, has reason to believe, or feels that the use of any such drug may effect his or her ability to perform his or her job safely and/or efficiently, is required to report such drug to his or her supervisor, and to any testing agency prior to testing.
- b. Any supervisor who has been informed by a unit member or has reason to believe that any unit member is using a prescribed or over-the-counter drug that may effect the employee's ability to perform his/her duties safely and efficiently, shall report such

ARTICLE XVIII

TRAINING

18.1 In-Service Training Program: The District shall provide a program of in-service training for employees in the bargaining unit designed to maintain a high standard of performance and to increase the skills of employees in the bargaining unit.

18.2 In-Service Training Time: In-service training shall take place during regular working hours at no loss of pay or benefits to employees.

18.2.1 If training is approved outside of the District working hours for an employee, the District shall pay for said training.

18.2.2 Unit members required to participate in training programs beyond the work day shall be compensated at their regular rate of pay.

18.2.3 Reimbursement for Tuition: The District shall reimburse employees for the tuition costs of any and all training programs required by the District upon prior approval

18.3 Peace Office Standards and Training (P.O.S.T.): The District shall provide P.O.S.T. approved training to all unit members as required beyond 832 Penal Code.

18.4 An Ad hoc Committee will be formed as needed to assist in planning a training program. Unit member participants shall be selected by the Executive Board of CSEA Chapters 729.



ARTICLE XIX

ENTIRE AGREEMENT

19.0 California School Employees Association, Chapter 729 agrees that this Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment and, except as provided in Article XX Term of Agreement (Health and Welfare), that during the term of the Agreement neither the District nor CSEA, Chapter 729 will be required to meet and negotiate on any further matters affecting these or any other subjects or matters not specifically set forth in this Agreement, although such subjects or matters may not have been within the knowledge or contemplation of either or both the District or CSEA, Chapter 729 at the time they met and negotiated on and executed this Agreement, or although such subjects or matters were proposed and later withdrawn. Nothing herein is intended to prevent the parties from meeting and negotiating during the term of this Agreement, pursuant to mutual consent.

ARTICLE XX

TERM OF AGREEMENT

20.1 Term: This Agreement shall become effective as of the date it has been  
ratified by both parties and, shall remain in effect up to and including  
September 30, 19\_\_\_\_.

RATIFICATION

This agreement is approved and ratified by the Board of Trustees of the  
Compton Unified School District and the California School Employees Association,  
Chapter 729 on the \_\_\_\_\_.

\_\_\_\_\_  
Ted D. Kimbrough  
Superintendent

\_\_\_\_\_  
David Schulberg, President  
CSEA Chapter #729  
Negotiations Team Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date